



# **LUMPKIN COUNTY BOARD OF COMMISSIONERS**

## **REQUEST FOR PROPOSALS**

### **DESIGN BUILD FIRE STATION NO. 7**

### **PROJECT NUMBER 2015-012**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**Friday, October 2, 2015 4:00 pm EST**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED**

**LUMPKIN COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PATTI JO HOLDER, PURCHASING AGENT  
99 COURT HOUSE HILL, SUITE D  
DAHLONEGA, GA 30533**

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To submit a proposal, please complete the requested information and return to the Lumpkin County Purchasing Department no later than, 4:00 pm, EST on Friday, October 2, 2015. All questions should be directed to Patti Jo Holder, Purchasing Agent at 706-482-2655.

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**Request for Proposals**  
**#2015-012 DESIGN BUILD FIRE STATON NO. 7**

The Lumpkin County Board of Commissioners is requesting sealed proposals from qualified firms to design and construct a fire station, in accordance with the terms, conditions and specifications contained in this Request for Proposals.

The Proposals documents and specifications are available for inspection at the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D; Dahlonega, Georgia; phone 706-482-2655 or fax 706-482-2201 and on the County website, [www.lumpkinCounty.gov](http://www.lumpkinCounty.gov) .

Sealed proposals must be clearly marked “RFP2015-012 Design Build Fire Station # 7” and delivered to the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D, Dahlonega, Georgia 30533. The deadline for submission of proposals is Friday, October 2, 2015 at 4:00 pm, EST. At that time proposals will be publicly opened and read aloud. **Late proposals will not be accepted and will be returned to the sender unopened.**

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. Lumpkin County reserves the right to reject any and all Proposals, to waive any technicalities, to waive any informality, to reject portions of the proposal and to award the contract in a manner consistent with the interest of Lumpkin County and the laws of the State of Georgia.

## **TABLE OF CONTENTS**

### **SECTION**

- 1. General and Project Overview**
- 2. General Terms and Conditions**
- 3. Scope of Work**
- 4. Response Requirements**
- 5. Evaluation Process**
- 6. Terms and Conditions**
- 7. Proposal Submittal Packet**

## **1.0 GENERAL INFORMATION & PROJECT OVERVIEW**

### **1.1 Purpose of Procurement**

Lumpkin County Board of Commissioners is requesting sealed proposals from qualified firms to design and construct a fire station on County owned property, in accordance with the terms, conditions and specifications contained in this Request for Proposals.

### **1.2 Schedule of Events**

The Request for Proposals shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
September 2, 2015	Release of Proposals
September 23, 2015 10:00 am EST	Deadline for written questions to Purchasing Agent
September 25, 2015 5:00 pm EST	Answers to written questions posted to website <a href="http://www.lumpkincounty.gov/dept/purchasing">www.lumpkincounty.gov/dept/purchasing</a>
October 2, 2015 4:00 pm EST	Proposals Due

## **2.0 GENERAL TERMS AND CONDITIONS**

### **2.1 Definitions**

**Proposal:** any offer(s) submitted in response to this Request for Proposal.

**Proposer:** person or firm submitting a response to this Request for Proposal.

**Solicitation or Request for Proposal:** this solicitation documentation, including any and all addenda.

**Proposal Submittal Forms:** describes the goods or services to be purchased, and must be completed and submitted with the Proposal.

**County:** shall refer to Lumpkin County, Dahlonega, Georgia.

**Contract or Agreement:** the Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the County and the proposer.

**Contractor:** successful Proposer that is awarded a contract to provide the good or services to the County.

**Purchasing Department:** the Purchasing Department of the Lumpkin County Board of Commissioners, Dahlonega, Georgia.

**Responsible Proposer:** a Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.

**Responsive Proposer:** a Proposer whose proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

## **2.4 Restrictions on Communications**

From the issue date of this RFP until a vendor is selected and the award is announced, contractors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the pre-proposal Conference (if applicable to proposals) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.

## **2.5 Questions & Addenda**

All questions concerning this RFP **must be submitted in writing**, (email is preferred but fax and mail may also be used) to the Purchasing Agent no later than 10:00 am EST, Wednesday, September 23, 2015.

Patti Jo Holder, Purchasing Agent  
Lumpkin County Board of Commissioners  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
[pattijo.holder@lumpkincounty.gov](mailto:pattijo.holder@lumpkincounty.gov)  
Fax: 706-482-2201

No response to inquiries, other than written, will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the proposal. Addenda shall be posted to the County website, [www.lumpkincounty.gov](http://www.lumpkincounty.gov), no later than 5:00 pm EST, Friday, September 25, 2015. A signed copy of any addenda shall accompany submitted proposals. Contractors are advised to check the website for addenda before submitting their proposals.

## **2.5 Contract Term**

The term of the contract between the County and the contractor shall be determined in negotiations and shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Lumpkin County reserves the right to terminate contract at any time if successful contractor fails to meet requirements stated in this Request for Proposals.

## **2.6 Bonds**

A proposal bond of 5% of the total amount proposal is required.

Performance /Payment Bonds are required for this project and will be necessary once the successful firm has been notified.

Information regarding bonds to be furnished (if required) as stated in Section 6.0 Terms and Conditions of this Request for Proposals document, 6.8 “Proposal, Performance and Payment Bonds.”

## **2.7 Exception to RFP**

Each proposal shall be deemed to agree and comply with all terms, conditions, specifications and requirements of this RFP. An “exception is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer’s solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations that will ensure a 100% successful service approach.

## **2.12 Withdrawal of Proposals Due to Errors**

Proposers shall have up to forty-eight (48) hours to notify Lumpkin County, in writing, of an obvious clerical error made in the calculation of the proposal in order to withdraw proposals after the scheduled opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake. The proposer shall provide evidence that the proposal was submitted in good faith and that the mistake was a clerical mistake as opposed to a judgment mistake. The Proposer’s original work papers shall be the sole acceptable evidence of error or mistake. If a proposal is withdrawn under this provision, the lowest remaining responsive proposal shall be deemed low proposal.

No proposer who is permitted to withdraw a proposal shall for compensation, supply any material or labor, perform any subcontractor or other work agreement, for the person or firm to whom the contract is awarded.

Proposal withdrawal is not automatically granted and will be allowed solely at Lumpkin County’s discretion.

### **2.13 Award**

Any purchase order contract awarded pursuant to this Request for Proposals shall be awarded to the responsive and responsible proposer whose proposals meets the requirements and specifications set forth in the Request for Proposals. A “responsive proposer” is a proposer who has submitted a proposal response, which conforms in all material respects to the Request for Proposals. A “responsible proposer” is a proposer who has the capacity in all respects to perform fully the requirements set forth in this document.

## **3.0 SCOPE OF WORK**

The Lumpkin County Board of Commissioners is requesting proposals from qualified licensed individuals or companies to Design Build Fire Station No. 7 on County property. This facility shall be designed and constructed with a functional layout and space to house staff and equipment. In addition to the design build additional mandatory requirements should include a manual transfer switch for generator backup, a 4000 gallon water storage tank with a gate valve and fire truck hose connection, 14x14 bay door(s) and a septic system.

### **3.1 Proposal Requirements**

Proposers interested in this project shall clearly describe all aspects of the project as proposed. Include details of your approach and work plans. A brief statement must be included, which explains why your proposal would be the most effective and beneficial to the County.

Proposers shall submit as part of their proposals, complete descriptions and preliminary layouts of the proposed Design Build Fire Station No. 7.

The proposal must address the commitment and timetable of 210 calendar days for substantial completion of the project, including design and construction.

Relevant experience shall be at least three (3) completed, delivered and accepted similar design build projects from the Design Build Team. This requirement may be satisfied by the relevant individual experience of the architect or engineer for the project.

A listing of all sub-contractors and additional qualification information should be submitted about the experience of the team that will construct the project.

Identify the contact person and supervisory personnel who will work on the project. A resume of each person shall be provided with emphasis on the experience with similar work. Proposers must also submit copies of Contractors Licenses and any other licenses

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deemed relevant to the project.

### **3.2 Additional Information**

The following additional information is provided regarding the site and project.

- a. There is funding in place for this design and construction project. The total design and construction budget should not exceed \$375,000.00.
- b. An existing conditions plan will be provided by the County.
- c. The County will provide erosion control on the site. It will be the Contractor(s) responsibility for repairing any damage to BMP's caused by their actions.
- d. The County will complete grading and aggregate to .10" of finished subgrade. Contractor(s) will be responsible for finished grade or repairs to damage to subgrade caused by their actions.
- e. The County will be responsible for termite treatment.
- f. The County will provide one (1) dumpster for the disposal of construction debris and one (1) portable toilet.

## **4.0 RESPONSE REQUIREMENTS**

### **4.1 Submittal Requirements**

In response to this solicitation, the proposer should return one (1) original and five (5) copies of the entire completed Proposal Submission Package. Proposers should carefully follow the format and instructions outlined herein. All documentation and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. **However, overly elaborate responses are not requested or desired.**

### **4.2 REQUIRED INFORMATION**

Proposers must provide the following information with their proposals:

#### **a. SUBMITTAL FORMAT**

To facilitate and expedite review, the County asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your proposal. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.



b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to perform the required work. Also the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the proposal by page number.

TAB 3 – FIRM INFORMATION, EXPERIENCE AND REFERENCES

Provide a brief description of the Design-Build Team, organization, structure, and philosophy. Provide the firm's years of experience in the field of design-build construction services.

Identify and include qualifications of specific individuals to be assigned to the project (include names, certifications, contact information and services the individuals will provide to the County).

List any sub-contractors that may be used to accomplish this service (include names, certifications, contact information and services the individuals will provide to the County).

Describe any significant or unique awards received or accomplishments in previous, similar projects.

Provide proof that the Design-Builder and/or subcontractors are licensed to practice in the State of Georgia.

Provide proof that the Design-Builder and/or subcontractor:

can engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and to practice or to offer to practice engineering.

Firm References: Provide a minimum of three (3)) examples of similar scope projects with applicable reference information. References should include the following information:

Client name, address and phone number, fax numbers, and email address  
Description of all services provided  
Performance period Total amount of contract

#### TAB 4 – PROJECT APPROACH

Define what goods and services your company is proposing to the County that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope, and method of approach.

Define personnel, labor, equipment and supply resources and requirements. Provide an implementation schedule for services (design and construction).

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the county.

#### TAB 5 – ATTACHMENTS

All Attachment/Forms required by the RFP shall be fully executed by the proposer and submitted as shown in Section 9 of this solicitation.

#### TAB 6 – PRICES

State the Guaranteed Maximum Price to design and construct the facility. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified.

## **5.0 THE EVALUATION PROCESS**

### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

## **5.2 VALUATION CRITERIA**

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
a. Proposer's organization, structure, and philosophy	20
b. Proposer's references, past experience, and performance on comparable projects	20
c. The adequacy and qualifications of the proposer's professional staff to be assigned to the project	20
d. Proposer's design and approach to constructing the fire rescue station	20
<u>PRICE CRITERIA</u>	<u>POINTS</u>
e. Proposer's proposed price (guaranteed maximum price)	20

## **5.3 ORAL PRESENTATIONS**

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re- rate, and re-rank the proposals remaining in consideration based upon the written documents, combined with the oral presentation.

## **6.0 TERMS AND CONDITIONS**

### **6.1 Proposals Amendments**

The County reserves the right to amend the proposals prior to the proposal due date. All addenda and additional information will be posted to the County website [www.lumpkincounty.gov](http://www.lumpkincounty.gov) prior to 10:00 am EST on September 23, 2015. It is the vendor's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.

## **6.2 Proposals Withdrawal**

A submitted proposals may be withdrawn prior to the due date by submitting a written request to the Purchasing Agent.

## **6.3 Costs for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the contractor. The County will not provide reimbursement for such cost.

## **6.4 Conflict of Interest**

If a proposer has any existing client relationship that involves Lumpkin County, the proposer must disclose each relationship.

## **6.5 Contractor Selection**

Lumpkin County reserves the exclusive right to determine which proposer should be awarded the contract. The County also reserves the right to reject any and all proposals at its discretion with or without cause.

## **6.6 Negotiations and Apparent Winner**

Prior to award, the apparent winning proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's proposal.

The County reserves the right to negotiate modifications and costs with the successful proposer provided that no such modifications affect the specifications set forth herein.

The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the County.

## **6.7 Taxes**

Lumpkin County is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. Lumpkin County cannot exempt others from tax.

## **6.8 Proposals, Performance and Payment Bonds (If Required)**

A five percent (5%) proposal bond, a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond shall be furnished to Lumpkin County as required in paragraph 1.10 in the "Introduction" section of this document. **Failure to submit appropriate bonding will result in automatic rejection of Proposals.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies, and have an A.M. best rating.

## **6.9 Compliance with Laws**

The contractor will comply with all State and Federal laws, rules and regulations.

## **6.10 Non-Collusive Bidding**

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a proposals or proposal by any means whatsoever, not shall Contractor cause or induce another to withdraw a proposals or proposal for the work. § 36-91-21. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

## **6.11 Cancellation**

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Lumpkin County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful vendor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

## **6.12 Conditions of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

### **6.13 Rejection of Submissions/Cancellation of Proposals**

Lumpkin County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposals, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject proposals that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this Request for Proposals at any time. Lumpkin County will not be liable for any cost/losses incurred by the contractors throughout this process.

### **6.14 Non-discrimination**

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age or disability.

### **6.15 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. Lumpkin County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

### **6.16 Insurance**

The contractor shall be responsible for his work and every part thereof and for all materials, tools, equipment, appliances and properties of any and all description used in connection with this project.

The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The vendor agrees to maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the contractor, its sub-contractors and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse and underground hazards where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

4. The contractor further agrees to protect, defend, indemnify and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Proposals.
5. The contractor shall notify the County, in writing, sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new and certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

#### **6.17 Project Coordination**

The contractor shall employ and assign only qualified, licensed and competent personnel to perform any service or task involved in this project. The contractor shall provide all documentation for all sub-contractors. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.

The contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.

#### **6.18 Accuracy of Work**

The contractor shall be responsible for the accuracy of work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this agreement, the contractor shall confer with the County for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor. The contractor shall give immediate attention to these changes so there will be minimum delay to others, the contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in the agreement.

#### **6.19 Ownership**

Reports, plans, data, statistics and specifications shall be the absolute property of the County and shall not be used by the contractor for purposes unrelated to this proposal without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the proposals/contract term except that contractor shall have the right to retain copies of the same.

#### **6.20 News Release by Contractor**

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the proper written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Agent for review and approval.

#### **6.21 Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.

The County and the contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.



## **6.22 Drug Free Workplace**

By submission of a Proposals, the contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug free Workplace Act”, have been complied with in full. The vendor further certifies that:

1. A drug free workplace will be provided for the contractor’s employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification:
3. As part of the subcontracting agreement (contractor’s Name), (Sub-Contractor’s name) certifies to the contractor that a drug free workplace will be provided for the sub-contractor’s employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
4. The contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

## **6.23 Assignment of Contractual Rights**

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this Proposals or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

## **6.24 Indemnity**

To the fullest extent permitted by law, the contractor will indemnify, defend and hold Lumpkin County harmless from and against any and all claims, damages, losses and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the vendor or anyone for whom the contractor is responsible.

## **6.25 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County’s obligation under said contract(s).

## **6.26 Documents Deemed Part of Contract**

All contract documents issued by the owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the contractor, as part of this Proposals or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.

## **6.26 Open Records**

All materials submitted in connection with this Request for Proposals will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Lumpkin County Board of Commissioners. All such materials shall remain the property of Lumpkin County and will not be returned to the respondent.

## **6.27 Georgia Security and Immigration Compliance Act**

Vendors submitting a response to this Request for Proposals **must provide** the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act O.C.G.A 13-10-90. The form is provided for completion and must be included with your proposal.



## VENDOR'S CHECKLIST AND PROPOSALS SUBMITTAL PACKET

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Company Name: \_\_\_\_\_

Project Name and Number: \_\_\_\_\_

Please indicate you have completed the following documentation and submit them in the following order:

- ☐ Information
- ☐ Execution of Proposal
- ☐ Price Proposal w/Proposals Bond
- ☐ Affidavit of Non-Collusion
- ☐ Drug-Free Workplace
- ☐ Addenda Acknowledgement
- ☐ Georgia's Security and Immigration Compliance Act Affidavit
- ☐ Proof of Insurance Certification

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSALS**



## VENDOR'S INFORMATION FORM

---

1. Legal Business Name \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. COUNTY, State & Zip \_\_\_\_\_
4. Type of Business: State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone Fax \_\_\_\_\_
8. E-mail \_\_\_\_\_
9. Company Website \_\_\_\_\_

10. Has your company ever been debarred from doing business with any federal, state, or local agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please state the agency name, dates, and reason for debarment.

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSALS**



## VENDOR'S EXECUTION OF PROPOSAL FORM

---

DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

\_\_\_\_ That this proposals was signed by an authorized representative of this firm.

\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.

Therefore, in compliance with the foregoing **proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposals is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSALS**



## **VENDOR'S PRICE PROPOSAL**

---

I have read and understand the requirement of this RFP # 2015-012 Construction of Fire Station No. 7, and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

Lump Sum Price \$ \_\_\_\_\_

I hereby certify that this financial proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the financial proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSALS**



## **VENDOR'S AFFIDAVIT OF NON-COLLUSION**

---

I, \_\_\_\_\_, certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting proposal(s) for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a proposals or proposal by any means whatever. I did not, nor will I, cause or induce another to withdraw a proposals or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A § 36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by Lumpkin County on the contract may be recovered by appropriate action.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature) Date

\_\_\_\_\_  
Authorized Representative/Title

\_\_\_\_\_  
(Print or Type)

This affidavit is given this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSALS**



## DRUG- FREE WORKPLACE FORM

---

I hereby certify that I am a principle and duly authorized representative of: \_\_\_\_\_

whose address is: \_\_\_\_\_

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

\_\_\_\_\_  
Name of Sub Contractor

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSALS**





## ADDENDA ACKNOWLEDGEMENT

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The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

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## **Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

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As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Patti Jo Holder  
Lumpkin County Purchasing Agent  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
Fax: (706) 482-2201  
Email: [pattijo.holder@lumpkinCounty.gov](mailto:pattijo.holder@lumpkinCounty.gov)

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## LUMPKIN COUNTY BOARD OF COMMISSIONERS

### SAVE Affidavit

#### (Systematic Alien Verification for Entitlements)

*Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011*

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

\_\_\_\_\_ I am a United States citizen; or

\_\_\_\_\_ I am a legal permanent resident of the United States\*; or

\_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

\*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

**At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.**

\*\*\*\*\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

\_\_\_\_\_  
Applying on behalf/Name of associated business

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**\*NOTE:** O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in the Federal definition of "alien," legal permanent residents must also provide their alien registration number. [Page 1 of 2]  
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## **SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2**

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

### **INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)**

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]

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### E-Verify Affidavit

#### Georgia Security & Immigration Compliance (GSIC) Act (CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSALS**



**Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90.

\_\_\_\_\_  
Signature of Exempt Private Employer

\_\_\_\_\_  
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 201\_\_\_\_ in \_\_\_\_\_(County), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_DAY OF \_\_\_\_\_,  
201\_\_\_\_\_

\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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